BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2018-31-T - ORDER NO. 2018-167

MARCH 27, 2018

IN RE: Application of Gentlemen Movers, Inc. to
Amend Current Tariff

ORDER APPROVING

AMENDED TARIFF

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of Gentlemen Movers, Inc. ("Gentlemen Movers," "Applicant" or "Company") to amend the Company's current tariff. Gentlemen Movers presently holds a Class E Certificate of Public Convenience and Necessity to transport household goods in South Carolina pursuant to the authority granted by this Commission.¹

Upon receipt of the Application, the Commission's Clerk's Office instructed Gentlemen Movers to publish, one time, a Notice of Filing in newspapers of general circulation in the affected areas of the state. The purpose of the Notice of Filing was to inform interested parties of the Company's Application and of the manner and time in which to file the appropriate pleadings for participation in the proceeding. The Company complied with this instruction and provided the Commission with proof of publication of the Notice of Filing. No protests or petitions to intervene were received.

 $^{^{\}rm 1}$ See Commission Order Nos. 2006-363 and 2006-559 issued in Docket No. 2006-32-T.

By its Application filed January 23, 2018, Gentlemen Movers seeks approval to amend certain rates and to make various changes to other charges and terms and conditions of the Company's current tariff.

The South Carolina Office of Regulatory Staff (ORS) completed a review of the proposed tariff and submitted its findings to the Commission on March 7, 2018. ORS's Impact Study revealed one unregulated consumer complaint had been filed against the Company within the past 12 months. Further, ORS advises it found several deficiencies by Gentlemen Movers at its compliance review on February 2, 2018. However, in a subsequent follow-up review on February 26, 2018, according to ORS, Gentlemen Movers was found to be in compliance with the Commission's rules and regulations. Furthermore, ORS advises that Gentlemen Movers is currently in compliance with all filing and reporting requirements.

Lastly, from the comparison report completed by ORS of the tariff modifications proposed by Gentlemen Movers to the South Carolina Tariff Bureau's (SCTB) rates, it appears that some of the rates are above the SCTB rates while others are below, where a comparison rate is available. Although certain of the proposed rates are above the SCTB rates, we note that no other parties have filed in opposition to the rates proposed by the Company.

Having considered the Application, the lack of opposition, and the results of the ORS impact study, we conclude that the amended tariff proposed by Gentlemen Movers is just and reasonable for the Company and its customers. Accordingly, the Company's Application to amend its current tariff should be approved.

IT IS THEREFORE ORDERED THAT:

- 1. The Application of Gentlemen Movers, Inc. to amend its tariff is approved, subject to compliance with all applicable statutes, rules, and regulations. The approved revised tariff is attached as Order Exhibit 1.
- 2. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Swain E. Whitfield, Chairman

Swain E. Whitfield

ATTEST:

Comer H. Randall, Vice Chairman

South Carolina Household Goods Tariff

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE

STATE OF SOUTH CAROLINA

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gentlemen Movers. These services are furnished between points and places in all South Carolina counties.

SECTION 1

1.0 **Transportation Charges**

Transportation Charges include the hourly rates as listed below.

1.1 **Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the office location, and the movers estimate return time to the office location.

Number of Movers	Hourly Rate	
Two Men and a Truck	\$105.00	
Three Men and a Truck	\$135.00	
Four Men and a Truck	\$165.00	
Three Men and a Two Trucks	\$175.00	
Four Men and Two Trucks	\$200.00	
Five Men and Two Trucks	\$225.00	
Six Men and Two Trucks	\$255.00	
Six Men and Two Trucks	\$305.00	
Each Additional Man	\$35.00 per man/per hour	

^{** 10%} fuel surcharge for jobs 30 miles away from office location where the trucks start from: 2330 legrand road, Columbia, SC 29223

1.2 Office Hours / Minimum Hourly Charges:

Gentlemen Movers will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday from 8:00am – 4:00pm.

Monday- Friday Two-Hour Minimum Charge Saturday Two-Hour Minimum Charge Recognized Federal Holidays Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 24 hours of their move, Gentlemen Movers will charge the applicable minimum. Hourly rates are the same, six days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2

SECTION 2

ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item): Hourly charge based on location, access and weight

• Floor Model Television (60" or above) - \$75

• Pool Tables- No

• Gun cabinet - \$75

• Steel Gun Cabinet (in excess of 400 lbs.) - \$150

• Hot Tubs, Whirlpools - 150.00 plus Hourly Charge

• Riding Lawmnowers- 150.00 plus Hourly Charge

• Freezers - \$75

• Flat Screen Televisions (60" or above) with household goods \$70.00

• Flat Screen Televisions (60" or above) alone \$70.00

• Golf Carts- 150.00 plus Hourly charge

Gentlemen Movers does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 **Excessive Distance or Long Carry Charges**

Gentlemen Movers does not charge an additional fee for carrying articles an excessive distance from the motor vehicle.

2.4 Pick Up and Delivery

Gentlemen Movers does not charge an additional fee for making additional pick- ups or deliveries after the initial stop.

2.5 Packing and Unpacking

- 2.5.1 Gentlemen Movers does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.
- 2.5.2 Gentlemen Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Gentlemen Movers reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Gentlemen Movers will move pianos.

- •Up wright piano \$75.00 plus Hourly Charge up a flight of stairs \$75.00
- •Baby Grand piano \$150.00 plus Hourly Charge up a flight of stairs \$150.00
- •Grand piano \$150.00 plus Hourly Charge

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of Gentlemen Movers.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2 Claimant must immediately notify carrier of all claims for concealed damage. Gentlemen Movers must be given reasonable opportunity to inspect damaged items in original packing.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Gentlemen Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage the day of the move depreciated value. If there is damage, notify Gentlemen Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Gentlemen Movers rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Gentlemen Movers rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Gentlemen Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Gentlemen Movers will not accept responsibility for safe delivery of such articles if they come into Gentlemen Movers possession with or without Gentlemen Mover's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Gentlemen Mover's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Gentlemen Movers shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Gentlemen Movers shall apply the following promotions, in a uniform and nondiscriminatory fashion: